

and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, in which event Lessee shall execute and record at his own expense a proper release of this mining lease, payment of said rental and royalty and said Tom Follor contribution to be made to the depository bank heretofore named.

11. Lessee will keep accurate books showing quantities and kinds of ores mined from said lands and sold or consumed, when and to whom sold and the proceeds received from sales, and such books of account shall be open to the inspection of Lessor at all reasonable hours.

12. All mining operations shall be carried on in such miner-like and workman-like manner as the same are usually conducted in such locality.

13. Lessor shall have the right to enter upon said lands for the purpose of inspection and examination, at Lessor's own risk, not interfering, however, with the prospecting and mining operations being conducted thereon by Lessee. Lessor may give thirty (30) days' written notice of any violation or default complained of, and if such violation or default is not removed within said period, this lease shall thereupon end and be determined at the option of the Lessor, which remedy shall be exclusive.

14. The Lessee shall have the right to escheat or sub-let this lease or any portion of the same covered hereby.

15. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed and delivered on the date first above written.

State: Missouri - De Witt
 ID #: 10291902
 Break: 11
 Other: 0236
 W. C. Burch,
 Lessee
 Annie L. Gass
 Lessor
 C. M. Cahlin
 Lessee

State of Missouri)
 County of Jasper) ss

On this 27th day of October, 1942, before me personally appeared Annie L. Gass to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Annie L. Gass further declared herself to be single and unmarried.

I, the undersigned, a Notary Public, have hereunto set my hand and affixed my official seal at my office in the City of Jasper, Missouri, this 27th day of October, 1942.

My term expires by commission expires March 5, 1945.
 Irlis Chadwell, Notary Public

State of Missouri)
 County of Jasper) ss

On this 28th day of October, 1942, before me personally appeared W. C. Burch and Jessie E. Brock, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Jasper, Missouri, this 28th day of October, 1942.

My term expires by commission expires March 5, 1945.
 Irlis Chadwell, Notary Public

Filed for Record on this 5th day of November, 1942 at 4 o'clock 09 minutes P. M.

Edy Koenig RECORDER

MINING LEASE

This instrument, made this 28th day of Oct. 1942, between Kenneth Childress and Wanda Childress, Lessor (whether one or more,) and E. M. Cahlin, Lessee, witnesses:

40116288



SUPERFUND RECORDS

1. Lessor in consideration of Twenty and no/100 Dollars, in hand paid, of the royalties herein provided, and of the agreements of Lease herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of prospecting and mining for lead, zinc and other valuable mineral substances, the following described land (for purposes hereof considered as one parcel) situate in Jasper County, State of Missouri, to-wit:

All of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-eight (28), Range Thirty-two (32).

Subject to a lease heretofore given to George R. Brown, which the Lessor agrees to terminate upon default by the said George R. Brown, or his assigns.

TO HAVE AND TO HOLD said premises for said purposes only, unto Lessee for and during the full term of ten (10) years next ensuing the day and year first above written (herein called primary term) and so long thereafter as lead, zinc or other valuable mineral substances as produced from said land hereunder, or as long as prospecting or reworking operations are being conducted on said land hereby giving and granting unto Lessee, for the term hereof, the exclusive right and license to prospect and mine said land for lead, zinc and other valuable mineral substances, together with the right and license to mill and/or prepare for market on said premises and remove and sell all lead, zinc, and other valuable mineral substances mined thereon; with the right to construct buildings or other structures and to make excavations, openings, stock piles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said lands and milling and/or preparing for market and disposing of ores and/or concentrates mined, milled or prepared for market, with the express right to Lessee to remove all property so placed thereon at any time during or within one year after the termination or forfeiture of this lease.

2. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at the First City Bank of Webb City, Missouri, or its successors, which bank and its successors are the agents of the Lessor, and which bank shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership in said land or in rentals or royalties to accrue thereunder, on or before the tenth of each month following sale of ore, a royalty of five (5) per centum of all moneys received for ores mined and sold from said land during the preceding month, with the privilege of Lessee to consume such ore and pay the said percentage of the market price as royalty thereon.

3. The Lessee shall commence prospecting or mining upon the lands above described within three (3) months from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty (30) days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee.

4. If prospecting or mining operations should not be commenced on said land within three (3) months from the date of this lease, this lease shall then terminate as to both parties unless on or before the expiration of said three month period, the Lessee shall pay or tender the sum of Fifty cents ~~Dollars~~ per acre, herein called rentals, to the credit of Lessor in the depository bank above set out, or its successor, which shall operate as a rental and cover the privilege of deferring the commencement of prospecting or mining operations, or the resuming of prospecting or mining operations for a period of twelve (12) months from the payment of said rental. In like manner and upon like payments, or tenders, the commencement of prospecting or mining operations shall be further deferred for like periods, successively, during the primary term of this lease, and if prospecting or mining is commenced under this lease, Lessee may suspend same for the ensuing year, provided he shall within sixty (60) days after suspension pay or tender said rental to Lessor, and may continue by like payments to make successive annual deferrals during the primary term.

5. Lessor declares that the down payment or consideration received by him for this lease at the execution is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the Lessee to

extend this lease from time to time, during the term hereof upon the payment or tender of the rentals hereinbefore provided. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at the depository bank above named, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable. Such bank and its successors is hereby irrevocably made the agent of Lessor to accept all rentals and royalties herein provided, and the same shall continue as a depository of such royalties or rentals during the life of this lease, regardless of changes of ownership of said land or said rentals and royalties.

For all of the purposes hereof, it is agreed that the above described land comprises forty acres, whether it actually comprises more or less.

6. Lessee shall have the right to mill and/or prepare for market ore mined from other properties and to store on said premises waste products therefrom without payment of any rentals or royalty therefor.

7. Lessor hereby warrants and agrees to defend the title to said land and minerals and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and, in event Lessee does so, it shall be subrogated to such lien, with the right to enforce same and may, without waiving any other remedy Lessee may have, apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

8. Lessee shall have the right to store or sell waste products, including tailings, sand and sludge during the full term of this lease, and in the event of sale, two (2) cents per ton royalty shall be paid to Lessor. Lessee shall also have the right to re-run all waste products, including all tailings, sand and sludge, paying therefor the same royalty as hereinbefore provided with respect to ore mined and sold from said land.

9. Lessee may at any time, if he desires so to do, pay all royalties or rentals then due plus an additional sum of ten (\$10.00) Dollars to Lessor, and surrender and terminate this lease, and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, in which event Lessee shall execute and record at his own expense a proper release of this mining lease, payment of said rental and royalty and said Ten Dollar consideration to be made to the depository bank heretofore named.

10. Lessee will keep accurate books showing quantities and kinds of ores mined from said land and sold or consumed, when and to whom sold and the moneys received from sales, and such books of account shall be open to the inspection of Lessor at all reasonable hours.

11. All mining operations shall be carried on in such miner-like and workman-like manner as the same are usually conducted in such locality.

12. Lessor shall have the right to enter upon said lands for the purpose of inspection and examination, at Lessor's own risk, not interfering, however, with the prospecting and mining operations being conducted thereon by Lessee. Lessor may give thirty (30) days' written notice of any violation or default complained of, and if such violation or default is not removed within said period, this lease shall thereupon end and be determined at the option of the Lessor, which remedy shall be exclusive.

13. The Lessee shall have the right to assign or sub-let this lease or any portion of the acreage covered hereby.

14. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed and delivered on the date first above written.

Kenneth Childress
 Kaneta Childress
 Lessor

State of Missouri)
)rs
 County of Jasper)

On this 24 day of Oct. 1943, before me personally appeared Kenneth Childress and Tanetta Childress, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Webb City, Mo., the day and year first above written.

My term expires Aug. 9, 1944.

(SEAL)

J. C. Veatch, Notary Public

Filed for Record on this 5th day of November, 1943 at 4 o'clock 10 minutes P. M.

Ray Harvey RECORDER

MINING LEASE

THIS INSTRUMENT, made this 30 day of October, 1943, between Maude M. Van Hoose, Lessor (whether one or more), and L. H. Cashin, Lessee, Witnesseth:

1. Lessor in consideration of Thirty-five and no/100 Dollars, in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of prospecting and mining for lead, zinc and other valuable mineral substances, the following described land (for purposes hereof considered as one parcel) situate in Jasper County, State of Missouri, to-wit:

The Northeast Quarter (NE¹/₄) of the Northwest Quarter (NW¹/₄), described as Lot Forty-one (41), Miscellaneous Tracts, Webb City, Missouri, and

The East Three-quarters (E³/₄) of the Northwest Quarter of the Northeast Quarter (NE¹/₄ of NW¹/₄), described as Lots Six (6) and Eight (8), Miscellaneous Tracts, Webb City, Missouri. All in Section Eighteen (18), Township Twenty-eight (28), Range Thirty-two (32).

Subject to a lease heretofore given to George R. Brown, which the Lessor agrees to terminate upon default by the said George R. Brown, or his assigns.

TO HAVE AND TO HOLD said premises for said purposes only, unto Lessee for and during the full term of ten (10) years next ensuing the day and year first above written (herein called primary term) and so long thereafter as lead, zinc or other valuable mineral substances are produced from said land hereunder, or as long as prospecting or mining operations are being conducted on said land hereby giving and granting unto Lessee, for the term hereof, the exclusive right and license to prospect and mine said land for lead, zinc and other valuable mineral substances, together with the right and license to mill and/or prepare for market on said premises and remove and sell all lead, zinc, and other valuable mineral substances mined thereon with the right to construct buildings or other structures and to make excavations, openings, stock piles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said lands and milling and/or preparing for market and disposing of ores and/or concentrates mined, milled or prepared for market, with the express right to Lessee to remove all property so placed thereon at any time during or within one year after the termination or forfeiture of this lease.

2. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at the Webb City Bank, of Webb City, Missouri, or its successors ^{which Bank and its successors} ~~which Bank and its successors~~ and which bank shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership in said land or in rentals or royalties to accrue thereunder, on or before the tenth of each month following sale of ore, a royalty of five (5%) per centum of all moneys received for ores mined and sold from said land during the preceding month, with the privilege of Lessee to consume such ore and pay the said percentage of the market price as royalty thereon.

3. The Lessee shall commence prospecting or mining upon the lands above described within three (3) months from the date hereof. Such prospecting or mining shall be carried on continually and shall not be suspended at any time for longer than thirty (30) days except on account